

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25th day of June in the year of our Lord nineteen
hundred and nine, between
Mary J. Swayze, widow of Baldwin in the County of
Douglas and State of Kansas, of the first part, and
Minnie E. Swayze of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Four hundred DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage
to the said party of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas,
and State of Kansas, described as follows, to-wit:

Lots One hundred and Fourteen (114) and One hundred
and Sixteen (116) High Street, Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Mary J. Swayze does hereby covenant and agree that
at the delivery hereof she is the lawful owner of the premises, above granted, and seized of a good and indefeasible
estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of
\$ 400.00
according to the terms of one certain note this day executed
and delivered by the said Mary J. Swayze or her to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof,
or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount
shall become due and payable, and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at
any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising
from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the
overplus, if any there be, shall be paid by the party making such sale, on demand, to said Mary J. Swayze, or her
heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

Mary J. Swayze [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 28th day of June A. D. 1909, before me,
W. A. McClure a Notary Public in and for said County and State, came

Mary J. Swayze

to me personally known to be the same
person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and
year last above written.

My Commission Expires July 15th 1911

W. A. McClure
Notary Public.

Filed for Record the 29th day of June A. D. 1909, at 9:10 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

The following is ordered as the official between
These facts described having been paid in full, this mortgage is hereby released and
the hereby created discharged. As witness my hand this 28th day of June, A. D. 1909.

Minnie E. Swayze

Paul D. Swayze
attest

Recorded Aug 16th 1909

Epithia J. Lawrence
Register of Deeds.